

## MEDIATION AND ARBITRATION CLOSURES

Case 3:05 cv 00901 WKW-SRW

Document 4-2

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BORROWER	BANK	OFFICER NO.	MHM
R & L Trucking Co., Inc.  2405 South Uniroyal Road Opelika, AL 36801	Frontier Bank, National Association Auburn Office 1678 South College St Auburn, AL 36830 (334) 821-6455	CUSTOMER NO. R018198	
		LOAN NO.	20018099
		RENEWAL OF	20018099
		DATE	May 01, 2003
		LOAN AMOUNT	\$500,000.00
		MATURITY DATE	May 01, 2004

The following disclosures have been made to me \_\_\_\_\_  
R & L Trucking Co., Inc., ("Borrower")  
in connection with a transaction between myself and \_\_\_\_\_  
Frontier Bank, National Association Auburn Office ("Bank") which  
transaction is described in a Mediation and Arbitration Agreement between Bank and myself dated this date.

1. The Bank and I each have the right to request Mediation. Mediation is a procedure in which the Bank and I select an impartial third party to serve as mediator to assist us in attempting to voluntarily reach a resolution of our dispute relating to the transaction which is described in the Mediation and Arbitration agreement between us. There are administrative and mediator fees which must be paid by the parties in accordance with the provisions of the Mediation and Arbitration agreement.

2. The Bank and I each have the right to request Arbitration. Arbitration is a procedure in which the Bank and I select an Arbitrator(s) who will hear our presentation and render a final and binding decision. There are administrative and arbitration fees which must be paid by the parties in accordance with the provisions of the Mediation and Arbitration Agreement.

3. Arbitration is final and binding on the parties and subject to only very limited review by a court.

4. Except as to provisional remedies, self-help and foreclosure, each party consciously agrees to waive its right to trial by jury or by judge and to submit to mediation and/or binding arbitration.

5. Pre-arbitration discovery is generally more limited and different from court proceedings.

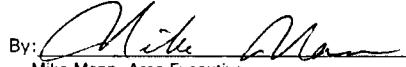
6. Arbitrators' awards are not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by arbitrators is strictly limited.

7. I acknowledge that I have had the opportunity to review this document and the Mediation and Arbitration Agreement with the counsel of my choosing prior to signing this document.

I read, executed, and received a copy of this document on the 1st day of May 2003.

## BANK

Frontier Bank, National Association Auburn Office

By:   
Mike Mann, Area Executive

R &amp; L Trucking Co., Inc.

BY:

Borrower

Stanley R. Melton, IV, President

DATE

DATE

BY:

Guarantor

Stanley R. Melton, IV, individually

DATE

SRM Financial, Inc.

BY:

Guarantor

Stanley R. Melton, IV, President

DATE

Borrower

DATE

DATE

Borrower

DATE

DATE

Borrower

DATE

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